

3-0307 14-09

A G R E E M E N T

Between

Dover, Town of  
THE TOWN OF DOVER

and

THE POLICEMEN 'S BENEVOLENT ASSOCIATION  
DOVER LOCAL No. 107

---

X January 1, 1984 through December 31, 1985

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Law Offices:

LOCCKE AND CORREIA  
P. O. Box 810  
50 E. Palisade Ave., Suite 405  
Englewood, New Jersey 07631

(201) 567-9090

THIS AGREEMENT, made this 23<sup>rd</sup> day of April 1984,  
by and between the TOWN OF DOVER, a Municipal Corporation of the  
State of New Jersey, hereinafter referred to as the "Employer" and  
THE POLICEMEN'S BENEVOLENT ASSOCIATION, DOVER LOCAL No. 107, here-  
inafter referred to as the "Association".

W I T N E S S E T H:

WHEREAS, pursuant to and in accordance with the terms and  
spirit of Chapter 303 of Public Laws of 1968 of the State of New  
Jersey, its amendments and supplements hereto, the Employer and  
Association have met and negotiated the terms and conditions of  
employment of the police officers for the fiscal years 1982 and 1983,  
and

WHEREAS, both the Employer and the Association believe in  
the soundness of the principle of collective bargaining and con-  
tracting; and

WHEREAS, these negotiations have resulted in an agreement  
respecting the terms and conditions of employment; and

WHEREAS, it is in the mutual best interest of the Employer  
and the Association to promote and maintain a harmonious relationship  
in order that a more efficient and progressive public service may  
be rendered;

NOW, THEREFORE, in consideration of the mutual promises and  
covenants herein contained it is mutually agreed by and between the  
parties as follows:

ARTICLE I - RECOGNITION

Section 1. The Employer agrees to recognize and deal with the Association through its designated representative as the sole and exclusive bargaining agent of all police officers in the Town of Dover excepting the Police Chief, Captain, clerical, craft and other employees. This agreement does not extend to members of the Association not employed by the Town of Dover.

Section 2. In all references herein to any parties, persons, entities or corporations, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require.

Section 3. The Association delegate shall be permitted to attend monthly meetings of the State PBA without loss of pay, not to exceed nine (9) working days.

ARTICLE II - COVERAGE

Section 1. It is intended that this agreement shall cover matters pertaining to employment, wages, hours, and working conditions concerning the members of the Town of Dover Police Department.

### ARTICLE III - DISCRIMINATION

Section 1. There will be no discrimination by supervisory or other employees of the Employer not included in the units covered by this agreement against any employee because of membership or activities in the Association.

Section 2. The Association agrees that neither it, nor the respective officers and members, nor persons employed directly or indirectly by the Association further agrees that there will be no solicitation of members, dues or funds during the working hours of employees involved.

Section 3. The Association and the Employer reaffirm their intention that the provisions of this agreement will continue to be applied without discrimination because of race, creed, color, sex, age or national origin of the employee.

#### ARTICLE IV - SICK LEAVE

Section 1. The minimum sick leave with pay shall accrue to any full time employee on the basis of one (1) working day per month during the remainder of the first calendar year of employment after initial appointment and fifteen (15) working days in every calendar year thereafter. Part time permanent employees shall be entitled to sick leave as established by regulation.

Section 2. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose.

Section 3. Sick leave is hereby defined to mean absence from post of duty of an employee because of illness, accident, exposure to contagious disease, attendance upon a member of the employee's immediate family seriously ill requiring the care or attendance of such employee, or absence caused by death in the immediate family of such employee for days taken in excess of days provided under Section 9 of this Article. A certificate of a reputable physician in attendance shall be required as sufficient proof of need of leave of absence of the employee or the need of the employee's attendance upon a member of the employee's immediate family. In case of leave of absence due to contagious disease, a certificate from the Department of Health shall be required. In case of death in the family of the employee, any reasonable proof required by the department head shall be sufficient.

Section 4 (a). An employee shall not be reimbursed for accrued sick leave at the time of termination of his employment. Upon termination, the appointing authority shall certify to the Department of Civil Service the employee's permanent record.

Section 4 (b). Effective January 1, 1984, an employee who leaves employment with at least ten (10) years of service shall be entitled to a cash payment equaling thirty-three and one third (33 1/3%) percent of all of said officer's accumulated sick leave as of the date of that officer's leaving service. Where an employee covered by this agreement leaves with at least twenty-five (25) years of service then the percentage used to calculate the benefit shall be forty (40%) percent. Such amounts shall be paid at the then current daily rate for that officer.

Section 5. An employee who has been reemployed shall be credited with the total accrued sick leave at the termination of his previous employment.

Section 6. An employee who shall be absent on sick leave for three (3) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness.

Section 7. The employer may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable. Abusive sick leave shall be cause for disciplinary action.

Section 8. The Employer may require an employee who has been absent because of personal illness, as a condition of his return to duty to be examined, at the expense of the Employer, by a physician designated by the Employer. Such examination shall establish whether the employee is capable of performing his normal duties and that his return will not jeopardize the health of other employees.

Section 9. An employee shall be allowed time off without loss of pay for five (5) successive calendar days next following the date of a death in his immediate family, which is defined as spouse, parents, children. Three (3) days shall be allowed when the death of a brother or sister, mother-in-law, father-in-law, grandparents, ~~aunt or uncle occurs.~~ One (1) day shall be granted to an officer when death of a brother-in-law, sister-in-law, <sup>aunts or uncles (MRS) 4/23/84</sup> or grandparents of a spouse occurs. Said time off shall not be credited against nor deducted from accumulated sick leave.



ARTICLE V - SALARY AND WAGE SCALE

Section 1. Base annual salary for employees covered by this agreement shall be paid in accordance with Schedule A.

Section 2. Members of the Detective Bureau will receive incentive pay of Five Hundred (\$500.00) Dollars per annum. Incentive pay will be paid in two (2) increments. One-half of the amount specified above will be paid on the last pay day in June, the second increment will be paid on the last pay day in December. Members serving in the Detective Bureau for less than a period of one (1) year shall be paid on a pro rata basis based on the above incentive pay.

Section 3. Employees covered by this agreement shall be entitled to a longevity benefit pursuant to the following schedule:

- |  |          |
|--|----------|
| a) upon completion of ten (10) years<br>and each year thereafter     | \$100.00 |
| b) upon completion of fifteen (15)<br>years and each year thereafter | \$300.00 |
| c) upon completion of twenty (20)<br>years and each year thereafter  | \$500.00 |

The appropriate sums payable shall be paid in a lump sum payment in January of each year. The employee must have completed the number of years of service by December 31st of the year preceding.

## ARTICLE VI - HOLIDAYS

Section 1. The following thirteen (13) days shall be designated as paid holidays:

New Year's Day  
Lincoln's Birthday  
Washington's Birthday  
Good Friday  
Memorial Day  
Independence Day  
Columbus Day  
Labor Day  
General Election Day  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

Effective January 1, 1985 there shall be added one additional holiday (Martin Luther King's birthday).

Section 2. The above-mentioned holidays may be taken by the employee with the approval of the Administrative Officer of the Police Department. Any unused holidays or portions thereof up to a total of <sup>1985 13</sup> twelve (12) and not in excess of twelve (12) shall be paid in full to the employee at his regular rate of pay, payable on the last pay day in November.

Section 3. If any holiday falls on a Sunday, then the following Monday shall be considered the observed holiday.

Section 4. In addition, the employees shall be entitled to a paid holiday whenever the Dover Town Hall is closed for a declared holiday. This is not to include snow days or other emergency days.

Section 5. All employees who work during the calendar day of a designated holiday shall be compensated at the time and one half rate (1 1/2) for all such work performed. The time and one half rate shall be effective January 1, 1984.

## ARTICLE VII - VACATIONS

Section 1. Vacations are to be in effect from January first to December 31st and are granted on a calendar year basis.

Section 2. For employees who remain on the payroll continuously and without interruption for the required number of years.

Section 3. Leaves of absence shall neither break continuity of service nor be counted for purposes of accruing additional vacation under this section.

Section 4. Employees earn vacation time on a monthly basis from the beginning of their employment. Those hired prior to the 15th of a given month shall receive credit for that first month of work. Vacation time earned during the first year of work can be carried over to the second year. Vacations must be taken during the current calendar year at such time as permitted or directed by the Chief of Police. In case of the latter, unused vacation shall be carried forward into the next succeeding year, in which it must be granted. In the event that, for any reason whatsoever, a police officer is not permitted to take the requisite vacation days in a given year, then, and in that event only, remaining vacation days be carried into the next subsequent year. This section shall not cause an officer on disability to lose any vacation days.

Section 5. Police officers shall be entitled to vacation as follows:

<u>Number of Years of Service</u>	<u>Days Allowable</u>
-First year of service	1 working day per month
-Commencing with 1 year through completion of 5th year	13 working days
-Commencing with 6th year through completion of 9th year	14 working days

Section 5. Continued

<u>Number of Years of Service</u>	<u>Days Allowable</u>
-Commencing with 10th year through completion of 14th year	16 working days
-Commencing with 15th year through completion of 24th year	21 working days <i>22 days</i>
-Commencing with the 25th year and thereafter	26 working days

Effective 1-1-85 there shall be an additional vacation step added to provide twenty-two (22) working days upon completion of twenty (20) years up to completion of twenty-fourth (24) year.

or the purpose of this Article number of years of service for police officers shall be computed as follows:

- (A) If employment commenced between January 1 and June 30th, the first year of employment shall be included in determining total number of years of service.
- (B) If employment commenced between July 1st and December 31st, the first year of employment shall not be included in determining total number of years of service.

## ARTICLE VIII - COURT APPEARANCES

Section 1. Whenever a police officer shall be required to appear before any Grand Jury or at any Municipal, County, Superior Supreme Court proceeding, including Civil Actions, where the appearance arises out of the employee's status as a police officer and the employee appears as the result of a subpoena, the time during which he is so engaged shall be considered a time of assignment to, and performance of duty. When such appearance occurs during the member's assigned duty hours, he shall suffer no loss in compensation. When such appearance occurs outside his assigned duty hours he shall receive overtime in accordance with Article XIV.

ARTICLE IX - TRAVELING EXPENSES

Section 1. If at any time, a police officer shall be required to use his personal vehicle for police business, the Employer shall compensate said officer at the rate of Twenty-Two (.22¢) Cents per mile.

In addition, a police officer shall be entitled to reimbursement for any meal the officer is required to pay out of personal funds when out of town for police business.

This section pertains to all duties excepting transportation to and from police headquarters and meals during normal working hours in the Town of Dover. The employee must present receipts and documentation for all expenses incurred to the Chief of Police.

Section 2. An officer will be entitled to the following amounts for any necessary meals.

Breakfast	\$ 3.00
Lunch	3.50
Dinner	9.00

Section 3. Employees will also be reimbursed the full amount for official breakfasts, luncheons and dinners which are authorized by the Chief of Police and/or Chief Administrative Officer.

## ARTICLE X - EDUCATIONAL BENEFITS

Section 1. There is hereby established an educational program for employees for the Police Department of the Town of Dover. Upon the successful completion with a C or better of approved police related courses that are directed at the attainment of an Associate Degree in Law and Enforcement, each participating policeman shall be awarded Ten (\$10.00) Dollars per credit for each credit with a C or better grade point average. Proper certifications of completion and passage of said approved courses shall be filed with ~~the Administrator or the Town Clerk in his absence~~ by <sup>(M.B. 4/23/84)</sup> February 1st of each year for all credits earned during previous year. At that time the ~~Administrator~~ <sup>TOWN CLERK (M.B. 4/23/84)</sup> shall take the necessary steps to determine the amounts earned during the previous year. Police officers shall not be required to resubmit certifications submitted in previous years. This award is cumulative and shall be received by police officers not later than July 1st of each year.

Section 2. The Town shall also reimburse the student for all required books for an approved police course at the time books shall be returned to the Chief of Police or his designee for reuse by other Town employees or for utilization as a library for the Town of Dover Police Department.

Section 3. Any officer hired with an Associate or Baccalaureate Degree in law enforcement shall be granted Six Hundred (\$600.00) Dollars paid as specified in Section 1 of this Article. Any officer hired with credits toward a degree shall be awarded payments as outlined in Section 1.

ARTICLE XI - POLICE SCHOOL

Section 1. When any police officer spends time in police school, expenses incurred for mileage, meals and necessary equipment shall be reimbursed with the approval of the Chief of Police and the ~~Administrator~~ <sup>TOWN CLERK (m.B. 4/23/84)</sup> at the rates indicated in Sections 1 and 2 of Article IX.

With regard to meals, this section shall not apply when this officer commutes to class from Dover each day.



## ARTICLE XII - UNIFORM ALLOWANCE

Section 1. All officers and detectives of the Dover Police Department covered by this contract shall be entitled to Two Hundred and Fifty (\$250.00) Dollars per year for the purchase of police uniforms, clothing and necessary equipment upon presentation of verified purchase slips from person or company selling such clothing under agreement with the Town. All receipts for purchases shall be forwarded by the officer to the Chief of Police.

Section 2. Employer agrees to replace any uniform, clothing or equipment damaged in the line of duty. If the officer has not expended his clothing allowance, the Employer may charge said clothing allowance. If, however, the clothing allowance has been expended then the Employer will replace same at an additional cost to the Employer.

Section 3. Any clothing that is not utilized by an officer shall be turned into the Town upon termination of its use.

Section 4. The Employer shall pay each employee an annual amount which shall be designated as a maintenance allowance, and which shall be a direct payment to each employee covered by the agreement. Said payment shall be paid not later than the thirtieth (30th) day following the passage of the municipal budget. A certification of expense form (not a voucher requirement) shall be provided by the employer. Effective January 1, 1984 the annual maintenance allowance shall be One Hundred (\$100.00) Dollars.

Section 5. All leather equipment which becomes worn or unsightly shall be replaced by the Employer at the Employer's sole cost and expense and under the guideline of the Police Chief.

ARTICLE XIII - HOSPITALIZATION

Section 1. The Employer shall provide and maintain the currently effective medical policies and coverages provided therein.

Section 2. In the event a police officer with at least ten (10) years of police service becomes disabled and retires on a disability pension as is defined by the New Jersey Pension Law, said retired officer shall be allowed to remain a member of the group insurance programs maintained by the Town of Dover at the sole cost and expense of the Town of Dover during the period of the former officer's retirement. Where a retiree is reemployed and said other employer maintains a program of medical insurance for its employees then the Town of Dover shall not be obligated to maintain hospitalization during the period of such other employment only. If the retiree is reemployed by a subsequent employer for a period of five (5) or more years then any and all obligations of the Town of Dover to provide hospitalization to said retiree shall terminate.

#### ARTICLE XIV - WORK WEEK AND OVERTIME

Section 1. The work week shall begin on Monday morning at 12:01 A.M. and end on the following Sunday evening at 12:00 midnight. The regular hours of work shall be eight (8) hours per day, forty (40) hours per week from Monday through Sunday inclusive. The work week shall not exceed five (5) consecutive days and there shall be two (2) days off for every five (5) days worked. These arrangements are subject to emergency conditions which can be implemented by a duly authorized person as set forth in the Police Ordinance of the Town of Dover and the Regulations of the Police Department of the Town of Dover.

Section 2. In the event an officer works overtime, time and one half shall be paid or compensated for all hours worked in excess of forty (40) hours.

Section 3. All overtime must be approved in writing by the Chief of Police or in his absence by the Acting Chief of Police. A copy of the approval shall be filed with the official attendance records of the Town kept by the Town <sup>CLERK (M.B. 4/23/84)</sup> Administrator.

Section 4. In construing overtime, compensation shall be made at time and one-half on the following basis:

- (A) Up to the first sixteen (16) minutes of authorized overtime, no pay.
- (B) Sixteen (16) through thirty (30) minutes, thirty (30) minutes pay.
- (C) Thirty-one (31) through forty-five (45) minutes, forty-five (45) minutes pay.
- (D) Forty-six (46) through sixty (60) minutes one (1) hour pay.
- (E) Thereafter overtime shall be paid in fifteen (15) minute segments.

ARTICLE XIV - WORK WEEK AND OVERTIME (CONTINUED)

Section 5. Effective July 12, 1982, an employee recalled from off duty status for any purpose to duty shall be compensated at the time and one-half rate, and shall be guaranteed a minimum of two (2) hours pay at that premium rate.

Section 6. All officers planning to leave the Town's service shall give at least two (2) weeks written notice to the Chief of Police.

Section 4. "Emergency" as used herein shall include any unusual conditions caused by any circumstance or situation including shortages in the personnel of the Police Department or force caused by vacancies, sickness or injury, or by the taking of accrued vacation or sick leave or both, whereby the safety of the public is endangered or imperiled, as shall be determined within the sole discretion of the Chief of Police or Acting Chief of Police to the concurrence of the <sup>TOWN CLERK</sup>~~Administrator~~ of the Town of Dover.

## ARTICLE XV - DISABILITY

Section 1. The Employer will pay any officer disabled in the line of duty his full pay up to one (1) year as described by a physician designated by the Town. Any officer disabled in the line of duty may be given a leave of absence of up to one (1) year pursuant to N.J.S.A. 40:11-9 retired for disability at any time if the Town designated physician certifies that this is necessary.

Section 2. While any officer is receiving temporary disability benefits and full pay from the Employer, he will reimburse the Employer in the amount of temporary disability benefits received.

Section 3. An officer will not be required to compensate the Employer for any permanent disability benefits received.

Section 4. When an employee is disabled in the line of duty said disability shall not infringe on the employee's sick leave.

## ARTICLE XVI - GRIEVANCE PROCEDURE

### Section 1 - Purpose

(A) The purpose of the grievance procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise under the terms and conditions of this Agreement, and to resolve grievances as soon as possible, so as to secure efficiency and promote employees morale.

(B) Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any superior officer. Said informal discussion will not be considered part of the formal part of a grievance application.

(C) For purpose of this Agreement, the term "grievance" means any complaint, difference or dispute between the Employer and any employee with respect to the interpretation, application, or violation of any policies, this Agreement, or administrative decisions, affecting any employee covered by this Agreement.

### Section 2 - Procedure for Settlement of Grievance

#### (A) STEP ONE

Any employee covered by this Agreement disagreeing with decision made by a superior, shall bring his complaint to the Shift Commander on the shift in which the incident precipitating the grievance occurred, within ten (10) days of the incident to be grieved.

#### (B) STEP TWO

In the event that any employee disagrees with the shift commander's decision or the shift commander cannot or does not respond within five (5) days, said employee shall within ten (10) days of the occurrence of the event being grieved, present the grievance in writing

(B) STEP TWO (CONTINUED)

to the Chief of Police (or the officer in charge, if the Chief is absent), which decision in the grievance shall be rendered in writing within ten (10) days of the presentation of the grievance.

(C) STEP THREE

(i) If the employee wishes to appeal the decision of the Chief of Police (or the officer in charge if the Chief is absent), the grievance shall be presented in writing to the ~~Town Administrator~~ <sup>POLICE COMMITTEE (M.B. 4/23/84)</sup> within ten (10) days of the Chief's decision (or officer in charge). This presentation shall include copies of all previous correspondence relating to the matter in dispute and a letter from the Association indicating their support. The ~~Town Administrator~~ <sup>POLICE COMMITTEE (M.B. 4/23/84)</sup> shall hold a hearing on the matter within fifteen (15) days of receipt of the written grievance, and will render <sup>their</sup> ~~his~~ decision in writing within ten (10) days of the hearing on the grievance.

(ii) Alternately, if in the event that the grievance concerns the ~~Town Administrator~~ <sup>POLICE COMMITTEE (M.B. 4/23/84)</sup>, the Town Clerk shall substitute as hearing officer as provided in Section (b) (i) above.

(D) STEP FOUR

If no satisfactory resolution of the grievance is reached at Step Three, then within ten (10) days of the ~~Administrator's~~ <sup>POLICE COMM. (M.B. 4/23/84)</sup> decision, the grievant shall have the right to take his complaint to the Board of Aldermen. The Board of Aldermen may request a meeting with grievant to discuss said issue. In any event, the Board of Aldermen shall render a decision within thirty (30) days of the date of its submission to the Town Clerk who shall act as the agent for receipt of the grievance by the Board of Aldermen. Failure to response within thirty (30) days shall be deemed a denial of the grievance.

(E) STEP FIVE

(i) If no satisfactory resolution of the grievance is reached at Step Four, then within ten (10) days of the Board of Aldermen's decision, the grievant, shall take his complaint to the Public Employment Relations Commission for the selection of an arbitrator, pursuant to the rules of said Commission. The decision of the arbitrator shall be final and binding upon the parties. The expense of such arbitration shall be borne by losing party.

(ii) It is agreed between the parties that no arbitration hearing shall be held until after the expiration of at least thirty (30) days after the decision rendered by the ~~Town Administrator~~ <sup>POLICE COMMITTEE (M.B. 4/23/84)</sup> on the grievance.

(iii) Employees covered by this Agreement shall have the right to process their own grievance without representative. If a counsel is selected the Town shall deal exclusively with that counsel. If the Association is to represent the employee, the Town shall deal with the preannounced Grievance Committee and employee together or the Committee Chairman.

(iv) The cost of the arbitrator shall be borne equally by the parties but each party shall be responsible for such other costs as he may incur.

(v) The arbitrator shall be bound by the provisions of this Agreement and restricted to the interpretation and application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, detract from or modify in any way the provisions of this Agreement.



(vi) The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issue submitted. The decision of the arbitrator shall be submitted to the Employer and the Association and shall be final and binding on the parties.

### Section 3 - Representation

(A) If the grievance is processed by the Association, it may designate the Chairman to represent the employee. During the Third and Fourth Steps of grievance procedure the Association may designate an attorney to represent the employee. In this case the Town shall deal exclusively with the attorney.

(B) The Association shall annually appoint by January 1, of each year, a grievance committee and chairman who may represent members of the bargaining unit in the grievance procedure. A list of such grievance committee members shall be presented to the Town Administrator within five (5) days of appointment. Any changes in the composition of the committee shall be reported to the ~~Town Administrator~~ <sup>POLICE COMMITTEE (M.B. 4/23/84)</sup> within five (5) days of any change in appointments. Only persons on the list provided shall so serve as representatives of the Association in the grievance procedure. There shall be a twenty (20) day grace period from the time a change is made and the time which a member might serve on the committee. The Town shall deal with the grievance committee in office at the time the grievance was filed.

### Section 4 - Time Limitation

The time limits set forth herein shall be strictly adhered to and the failure to process a grievance to the next step within the specified time limit shall be deemed to mean that the grievant has accepted the latest determination made. Upon mutual consent of the

Section 4 - Time Limitation (continued)

parties, the time limits in any step may be extended or contracted. Such consent shall not be unreasonably withheld.

Section 5 - Escalation of Grievance Procedure

The Employer at any time, at its option, can elect to waive any or all steps of the grievance procedure and proceed directly to binding arbitration.

ARTICLE XVII - CEREMONIAL ACTIVITIES

Section 1. In the event a police officer in another department in the State of New Jersey is killed in the line of duty, the Town will permit off duty uniformed police officers of the Town to participate in the funeral service for the said deceased officer.

Section 2. Subject to the availability as determined by the Chief-of same, the Town will permit a Town police vehicle to be utilized by the members in the funeral service.

Section 3. Police officers participating in such funeral service shall not be entitled to any compensation during the time in which they are participating in said funeral service unless otherwise agreed to by the Chief of Police.

ARTICLE XVIII - BULLETIN BOARD

Section 1. The Town will supply one (1) bulletin board for the use of the Association to be placed in a conspicuous location.

Section 2. The bulletin board shall be for the use of the Association for the posting of notices and bulletins pertaining to Association business and activities or matters dealing with the welfare of employees.

Section 3. No matter may be posted without receiving permission of the officially designated Association representative. Any bulletins deemed detrimental to the operation of the Department may be rejected for posting by the Chief of Police. However, approval for posting shall not be unreasonably withheld.

## ARTICLE XIX - NO STRIKE PLEDGE

Section 1. The Association covenants and agrees that during the term of this Agreement neither the Association nor any person acting in its behalf will cause, authorize, condone or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or willful absence of any employee from his position, or stoppage of work, or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, or walkout. The Association agrees that such action would constitute a material breach of this Agreement.

Section 2. In the event of a strike, work stoppage, slowdown, or other job action, it is covenanted and agree that participation in any such activity by an employee covered by this Agreement shall be grounds for disciplinary action which will include suspension or termination subject however, to the grievance procedure.

Section 3. The Association will actively discourage any of its members or persons acting in their behalf, from taking part in any strike, slowdown, walkout or job action, and make reasonable efforts to prevent and terminate such illegal action.

Section 4. Nothing contained in this Agreement shall be construed to limit or restrict the Employer in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages or both in the event of such breach by the Association, its members or any person acting on its behalf.

ARTICLE XX - FULLY BARGAINED PROVISIONS

Section 1. This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues and shall govern all wages, rights and responsibilities of the parties which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement unless here specified. This Agreement shall not be modified in whole or in part by the parties, except by an instrument in writing duly executed by both parties.

ARTICLE XXI - SEPARABILITY AND SAVINGS

Section 1. If any section, part, phrase, or provision of this Agreement or the application thereof to any person, project or circumstances, be adjudged invalid by any court of competent jurisdiction or by legislative action, such judgment or action shall be confined in its operation to the section, part, phrase, provision or application directly involved in the controversy in which such judgment or action shall have been rendered and shall not affect or impair the validity of the remainder of this Agreement or the application thereof to other persons, projects or circumstances.

SCHEDULE A

BASE WAGE

	<u>Effective For</u> <u>Jan. 1, 1984</u>	<u>Effective For</u> <u>July 1, 1984</u>	<u>Effective For</u> <u>Feb. 1, 1985</u>
Lieutenant	\$ 29,640	\$ 31,122	\$ 33,767
Sergeant	27,560	28,938	31,398
Patrolman - A	25,480	26,754	29,028
Patrolman - B	21,320	22,386	24,289
Patrolman - C	17,576	18,455	20,023
Patrolman - D	15,600	16,380	17,772

ANNUAL STEP MOVEMENT

All patrolmen shall move to the next higher pay grade on the first day of January next following the employee's initial date of hire and shall advance one pay grade step on each January 1st thereafter until top patrolman's pay is achieved. (Maximum patrolman is pay grade A).



ARTICLE XXII - TERM AND RENEWAL OF AGREEMENT

This Agreement shall have a term from January 1, 1984 through December 31, 1985. If the parties have not executed a successor agreement by December 31, 1985, then this Agreement shall continue in full force and effect until a successor agreement is executed.

TOWN OF DOVER

By: Aldo Cicchetti

ATTEST:

Wladyslaw Boyarski

THE POLICEMEN'S BENEVOLENT  
ASSOCIATION, DOVER LOCAL No. 107

ATTEST:

Elizabeth H. Hawley

By: Robert J. Gupis  
Wally Dwyer